

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ludorum Plc		11/05/2018	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Ludorum Enterprises, Inc.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87369090		
Serial Number:	76702100	KOKO	
CORRESPONDENCE DATA			
Fax Number:	9142787789		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	914-278-7788		
Email:	sshelton@shelton-ip.com		
Correspondent Name:	Steven T. Shelton		
Address Line 1:	75 South Broadway, Suite 400		
Address Line 2:	Shelton IP		
Address Line 4:	White Plains, NEW YORK 10601		
ATTORNEY DOCKET NUMBER:	Ludorum Assignment		
NAME OF SUBMITTER:	Steven T. Shelton		
SIGNATURE:	/Steven T. Shelton/		
DATE SIGNED:	11/26/2018		
Total Attachments: 3			
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OP \$65.00 87369090

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made as of [05/11/2018] by **Ludorum Plc**, a Public Limited Company organized under the laws of [United Kingdom] with an address at 10 The Old Power Station, 121 Mortlake High Street, London, England, SW14 8SN] ("Assignor") to **Ludorum Enterprises, Inc.** a [Incorporation] organized under the laws of [United States of America] with an address at [1209 Orange Street, Wilmington, New Castle County, Delaware 19801, United States of America. Incorporated in Delaware] ("Assignee").

WHEREAS, Assignor has adopted, used and is using, and/or has an intent to use the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which applications for registration have been filed in, the United States Patent and Trademark Office (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all liens, other than any assumed liabilities and permitted liens known and agreed to by Assignee; all rights of priority therein in any country as may now or hereafter be granted by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

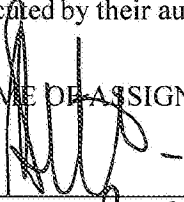
At any time after the Closing Date, Assignor hereby agrees that Assignor shall and shall cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in the Assignment and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues, and in all other respects including as to validity, interpretation and effect by the laws of the State of [insert state], without giving effect to the conflict of laws rules thereof.

[Signature page follows]

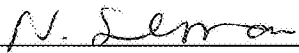
IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their authorized representatives as of the date first written above.

NAME OF ASSIGNOR ENTITY


Name: PETER JOHN SCOTT.

Title: CHAIRMAN.

NAME OF ASSIGNEE ENTITY


Name: NATALIE SETTON

Title: PRESIDENT

SCHEDULE I

Mark	App Number	App Date	Reg Number	Reg Date	Classes	Status
Brewster Train Device (New)	87369090	13 Mar 2017			9, 16, 28, 41	Pending
Koko	76/702100	24 Oct 2007	4529718	13 May 2014	28	Registered